# **EXHIBIT 1**



### **PROJECT VERITAS** and PROJECT VERITAS ACTION FUND

### **EMPLOYEE HANDBOOK**

Revised May 2020

## THIS HANDBOOK IS NOT, AND DOES NOT CREATE, A CONTRACT OF EMPLOYMENT.

NOTHING STATED HEREIN IMPLIES OR GUARANTEES ANY SPECIFIED OR MINIMUM TERM OF EMPLOYMENT OR ENTITLEMENT TO BENEFITS. EACH EMPLOYEE IS ALWAYS FREE TO RESIGN AT HIS OR HER WILL, AND EACH EMPLOYEE IS EMPLOYED AT-WILL, AND THEREFORE, IS SUBJECT TO DISCHARGE AT ANY TIME, WITH OR WITHOUT CAUSE AND WITHOUT REGARD TO ANY BENEFIT OR POLICY DESCRIBED IN THIS HANDBOOK, AT THE DISCRETION OF THE COMPANY. NO PROMISE AS TO A MINIMUM OR SPECIFIED TERM OF EMPLOYMENT OR AS TO DUTIES, BENEFITS, POLICIES OR OPPORTUNITIES FOR ADVANCEMENT IS VALID OR BINDING UNLESS SPECIFICALLY SET FORTH IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE EMPLOYEE WHO SEEKS TO ENFORCE THIS PROMISE AND BY THE COMPANY'S PRESIDENT OR BY AN AUTHORIZED COMPANY REPRESENTATIVE. NOTHING IN THIS HANDBOOK IS INTENDED, NOR SHALL IT BE CONSTRUED, TO MODIFY THE TERMS OF ANYSUCH WRITTEN AGREEMENT.

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#### **WELCOME!**

Congratulations and welcome to Project Veritas!

We are a small, growing 501c3 non-profit company that encourages creativity, personal development and enthusiasm in an environment where we all learn from each other and support each other as we create and develop opportunities to educate the public. This handbook also covers Project Veritas employees and contractors working on Project Veritas Action Fund assignments and employees of Project Veritas Action Fund.

In this Employee Handbook, we may refer to Project Veritas as PV or the "Company" and we may refer to Project Veritas Action Fund as PVA or PV or the "Company".

As you learn our company, you will become increasingly aware of the positive impact our company has had and can have on the many serious issues facing our country and the world. In addition, you will meet and work with talented and dedicated people who are experts in their respective fields. Be confident you were hired because of your strengths and potential to contribute to the team of talented individuals already assembled. This is a great opportunity for both the Company and you, and we are confident you can make a positive impact that will be beneficial to all concerned.

The culture we strive to maintain at the Company is one of excellence. We believe it makes sense to surround ourselves with individuals who wish to work in a place where they are able to contribute in a meaningful way, where they feel wanted and where they are genuinely appreciated. The Company appreciates what each individual brings to the organization and recognizes that each person's contribution adds to the company operations as a whole.

We are excited about your decision to join us. Welcome to our team!

Sincerely,

James O'Keefe

President and CEO

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#### E-mail, the Internet, and Other Technology

The Company has established this policy in an effort to make certain that Employees utilize electronic communication systems in a legal, ethical, and appropriate manner.

#### <u>Applicability</u>

This policy extends to all features of the Company's electronic communication systems, including, without limitation, computers, laptops, e-mail, the internet, Company-issued tablets, Company-issued cell phones, severs, clouds, and any other internal or external networks, voicemail, faxes, telephones, and any other form of electronic communications used by Employees currently or in the future (together, "ECS"). All Employees of the Company are subject to this policy and are expected to read, understand, and follow it.

#### Rules

Because it is not possible to list every standard when it comes to using the Company's electronic communications systems (ECS), Employees are therefore encouraged to use good judgment when using the Company's ECS. In order to provide Employees some general guidance, the following rules should be followed when using the Company's ECS:

- 1. The Company's policy against unlawful harassment, including but not limited to, sexual and racial harassment, extends to the use of the Company's ECS;
- 2. Employees shall not use the Company's ECS to receive, transmit, or access pornographic or sexually oriented material or information;
- 3. The Company's policy against unlawful discrimination extends to use of the Company's ECS;
- 4. Employees may not use the Company's ECS in a manner that violates trademark, copyright, or licensing rights of any person or entity;
- 5. Employees may not use the Company's ECS in a manner that infringes on, or discloses, trade secrets, propriety or Confidential Information of any person or entity;
- 6. Employees may not use the Company's ECS for any commercial purpose that is competitive, either directly or indirectly, with the interests of the Company; and
- 7. The Company's policy against improper solicitation and distribution extends to the use of the Company's ECS.

#### Access, Storage, and No Expectation of Privacy

The Company retains the right and ability to monitor Employees' compliance with the terms of this policy. While ECS are accessible to Employees for their convenience and to assist them in the execution of their job duties, all such ECS, whether used on or off the Company's premises, must remain fully accessible to the Company and remain the sole and exclusive property of the Company.

Therefore, Employees should have **no expectation of privacy** when it comes to information transmitted over, received by, or stored in or on ECS owned, leased, or operated by, or on behalf of, the Company. The Company reserves the right to gain access and monitor any information received or transmitted by,

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or stored in or on, any Company ECS, by and through its agents, employees, or representatives, at any time, with or without advanced notice, and with or without the Employee's consent or approval. Upon demand, Employees are required to disclose the passwords they use to access Company ECS.

Violation of this policy will subject an Employee to discipline up to and including termination.

Please be advised that the Company respects an Employee's right to express personal opinions and to communicate concerning the terms and conditions of employment. Nothing in this Email, the Internet and Other Technologies policy is intended to interfere with his or her rights under federal and state laws, including the National Labor Relations Act.

#### Desk, File Cabinets and Locker Inspection/Employer Property

The Company provides desks, file cabinets and/or lockers for the convenience and use of its Employees during work at the Company's expense. Although desks, file cabinets and/or lockers are made available for the convenience of employees while at work, they remain the sole property of the Company and the Employee should have no expectation of privacy. Therefore, the Company reserves the right to open and inspect desks, file cabinets and lockers as well as any contents stored in them. An inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by any supervisor, manager, officer, security personnel, or any other person designated by the Company. Employees, if requested, who fail to cooperate with any inspection will be subject to disciplinary action up to and including termination. The Company is not responsible for any articles that are placed or left in a desk and/or locker that are lost, damaged, stolen, or destroyed.

#### Intellectual Property, Ownership, and Full and Complete Grant of Right to the Company

The Company shall be the sole owner of any and all rights in and to the results and proceeds of Employee's services, and it shall have the sole right to use, exploit, advertise and exhibit the foregoing in any and all media, whether now known or hereafter devised throughout the world, in all languages, as the Company in its sole and unfettered discretion shall determine. Employee agrees that anything created by Employee in connection with the services Employee provides to the Company shall belong exclusively to the Company, and not to Employee, including, but not limited to, any and all videos, film, photographs, negatives, video footage, images, renderings, audio video works, audio, recordings, multimedia works, music, reproductions, performances, digital media works, still images and/or other images or footage, documents, papers, published writings, written work product (including drafts), designs, inventions, patents, trademarks, copyrightable materials, ideas, intellectual property, trade secrets, creative concepts, including all compilations, collections, or other work product created within the scope of or in the course of the performance of this policy, any Agreements, and derivatives thereof, and the like ("Work(s)"). Employee further hereby expressly agrees that any and all Work(s) that are created in connection with the services Employee provides to the Company are specially commissioned, and are and shall be deemed a Work Made for Hire as that term is understood and enforceable under Copyright law. Employee hereby expressly waives and hereby irrevocably transfers and assigns to the Company all rights in the Work(s), including but not limited to all rights under Section 203 of the Copyright Act together with any "artist's rights" and/or "moral rights" that Employee might otherwise have in the Work(s). To the extent that a question arises about whether the Company owns in its entirety any Work(s) (including whether the